

APR - 7 2016

**IN THE DISTRICT COURT OF CANADIAN COUNTY
STATE OF OKLAHOMA**BY _____
DEPUTY

JESSE J. AREVALOS,

Plaintiff,

v.

STATE FARM MUTAL AUTOMOBILE
INSURANCE COMPANY,

Defendants.

Case No.: CJ 2016-174

CASE ASSIGNED TO:**GARY E. MILLER****JUDGE:** _____**PETITION**

COMES NOW the Plaintiff Jesse J. Arevalos and for his cause of action against the Defendant State Farm Mutual Automobile Insurance Company, hereinafter known as "State Farm", alleges and states:

1. Plaintiff is a resident of Canadian County.
2. State Farm does insurance business in Canadian County.
3. the contract between the parties was entered into in Canadian County and Plaintiff sustained damages in Canadian County and; therefore, venue is proper in Canadian County.
4. Plaintiff was insured under 3 policies of insurance, with Policy Numbers 2987-686-36L, 3134-408-36, 3159-388-36 (hereinafter "Policies") issued by State Farm. Said Policies provided for underinsured motorist coverage.

FACTUAL BACKGROUND

5. Plaintiff was involved in a motor vehicle accident with, an underinsured motorist, on March 27, 2014.
6. Brooklynn Weaver's negligence was the direct and proximate cause of the collision.



7. The collision was the direct and proximate cause of permanent injuries Plaintiff suffered.
8. Said Policies provide underinsured motorist benefits.
9. Plaintiff timely filed a claim with State Farm for the underinsured motorist benefits under the Policy.

FIRST CAUSE OF ACTION
Breach of Contract by State Farm

10. Plaintiff restates and re-alleges Paragraphs 1 through 9 of this Petition and in addition, states as follows:
11. By the terms of the Policy, State Farm agreed to compensate Plaintiff pursuant to the underinsured motorist portion of the Policy.
12. Plaintiff has complied with all terms and conditions of the Policy with State Farm.
13. State Farm failed to pay Plaintiff's claims knowing Plaintiff was entitled to the underinsured motorist benefits.
14. State Farm's failure to pay the underinsured motorist benefits constitutes a breach of contract.
15. As a result of State Farm's breach of contract described above, Plaintiff has suffered injuries and damages, including incidental and consequential damages.

SECOND CAUSE OF ACTION
Bad Faith by State Farm

16. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 15, as if fully set forth herein.
17. State Farm violated its duty of good faith and fair dealing by unreasonably and in bad faith refusing to evaluate and pay Plaintiff the proper amount for a valid claim under the Policy.

18. State Farm violated its duty of good faith and fair dealing by unreasonably and in bad faith failing to perform a proper investigation and by failing to evaluate the results of its investigation properly.
19. State Farm violated its duty of good faith and fair dealing when it had no reasonable basis to delay payment of the claim.
20. State Farm violated its duty of good faith and fair dealing by negligently supervising this loss.
21. Pursuant to the aforementioned facts, Plaintiff alleges that State Farm's corporate goal is to increase their profits by unlawfully reducing payments of valid claims made pursuant to policy provisions.
22. That as a result of State Farm's breach of its duty of good faith and fair dealing, Plaintiff suffered actual monetary damages and has also suffered inconvenience, physical discomfort, loss of peace of mind and security, emotional distress, worry, anguish and financial distress.
23. The bad faith conduct of State Farm is reckless, intentional and/or malicious and was perpetrated to deprive the Plaintiff of payment of reasonable, valid benefits for which they were legally and contractually entitled to and for which State Farm was liable to pay. State Farm's conduct reflects both a reckless and callous disregard for the health and welfare of the Plaintiff and thus warrants the imposition of punitive damages.

PRAYER FOR RELIEF

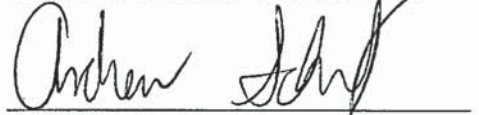
WHEREFORE, Plaintiff prays for judgment against State Farm and as follows:

- (A) For medical bills;
- (B) For compensatory damages;
- (C) For punitive damages;

- (D) For lost wages;
- (E) For pre judgment and post judgment interest;
- (F) For reasonable attorney fees;
- (G) Costs of suit;
- (H) Pain and suffering;
- (I) For such other relief as this Court may deem just and proper;
- (J) Other damages to be set forth after discovery; all of which are less than the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code.

RESPECTFULLY SUBMITTED,

WEST ♦ YLLA ♦ GOSNEY

A handwritten signature in black ink, appearing to read "Andrew Schwartz", is written over a horizontal line.

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Attorney's Lien Claimed